

**TOWN OF KENT
TOWN BOARD MEETING
Monday, August 25, 2014
6:00 p.m.**

Workshop

1. Discuss RFP for the Operation of the Collection and Conveyance System of the Kent Sewer District

Meeting

1. Pledge of Allegiance
2. Roll Call
3. Authorize the Town Clerk to advertise for RFP for the Operation of the Collection and Conveyance System of the Kent Sewer District
4. Approve vouchers and claims
5. Public comment



**TOWN OF KENT
ROUTE 52 SEWER DISTRICT
REQUEST FOR PROPOSALS**

Sealed Proposals shall be delivered before 12:00 p.m. noon Thursday, August xx, 2014.

to:

Town of Kent
Town Clerk's Office
25 Sybil's Crossing
Kent Lakes, New York 10512

Prepared by:

Insite Engineering, Surveying & Landscape Architecture, P.C.
3 Garrett Place
Carmel, New York 10512
(845) 225-9690

booklet no. _____

Town of Kent
Route 52 Sewer District
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NOTE

All pages marked with an asterisk (*) and in bold print above must be filled out and must be submitted to constitute a Bona-fide Bid.



Public Notice

REQUEST FOR PROPOSALS

TOWN OF KENT ROUTE 52 SEWER DISTRICT

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Town of Kent at the office of the Town Clerk, Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon on Thursday, August XX, 2014 and then at said place be publicly opened and read aloud.

All of the proposals must meet the specifications of the Town of Kent. Copies of the Contract Services for the Operation of the Collection and Conveyance System, non-collusive bidding certification, and proposals may be obtained at the office of the Town Clerk starting August XX, 2014. Bids must be submitted at the above address in sealed envelopes and must bear on the face thereof the name and address of the bidder and the following inscription: "Proposals for the Route 52 Sewer District".

The Town of Kent reserves the right to reject any and/or all proposals and to re-advertise for new bids. Proposals shall be awarded in accordance with General Municipal Law § 103.

Dated: August XX, 2014

BY ORDER OF THE TOWN BOARD
TOWN OF KENT

YOLANDA D. CAPPELLI, Town Clerk

**TOWN OF KENT ROUTE 52 SEWER
COLLECTION AND CONVEYANCE SYSTEM**

**CONTRACT SERVICES
FOR
OPERATION OF THE COLLECTION AND CONVEYANCE SYSTEM**

**REQUEST FOR PROPOSALS
(August XX, 2014)**

The Town of Kent, on behalf of the Route 52 Sewer District hereinafter referred to as the "TOWN", is requesting proposals from qualified contractors, to provide contract operation services for the Operations of the Town of Kent Route 52 Sewer Collection and Conveyance System, a community public sewer district which is currently under construction, hereinafter referred to as the "DISTRICT", with facilities located in the Town of Kent, Putnam County, New York.

The intent of this project is to:

1. Provide the DISTRICT with contract operation services to operate and maintain the wastewater collection and conveyance system in accordance local, county, and state standards.
2. Assist the TOWN in the administration/management of the DISTRICT.

Unless specifically indicated as having to be supplied by the TOWN, the CONTRACTOR shall supply all labor, materials, and equipment required to accomplish all aspects of the project as specified in this document.

The various elements of the project are described in the following sections:

DESCRIPTION OF COLLECTION AND CONVEYANCE SYSTEM

Sewer Mains:

The majority of the collection and conveyance system within the New York State Department of Transportation (NYSDOT) right of way along the NYS Route 52 and the Town of Kent right of way along Nichols Street. Three gravity sewer collection systems are included and divided by a high point in Route 52 approximately 300 feet south of the intersection of Nichols Street and Route 52 and the low point in Route 52 approximately 800 feet north of Nichols Street.

Phase 1 of the project is the collection and conveyance in Route 52 near Nichols Street. Phase 1 consists of approximately 2,950 linear feet of 8" diameter PVC SDR 35 or SDR 21 or PE DR-9 sewer main and 16 precast concrete manholes that will convey the wastewater to two pump stations. The secondary pump station PS-1B is located near the low point of Route 52 between Nichols Street and West Lake Shore Road. The Town has an easement for the pump station on the lot designated as TM #33.14-1-7. Pump station PS-1B will lift the wastewater collected by a gravity system from the lots located between the Route 52 high point near Nichols Street and the location of pump station PS-1B. Pump station PS-1B will discharge to the Phase 1 primary pump station (PS-1A) through 800 linear feet of 3" diameter PE DR-9 forcemain. Pump station PS-1A will also receive flows from the gravity collection system between Grey Oaks Court and West Lake Shore Road. Pump station PS-1A will lift the wastewater flows through approximately 2,800 linear feet of 3" diameter PVC SDR 21 or PE DR-9 forcemain to the proposed Kent Manor WWTP. Pump station PS-1A is located on the Town owned property designated as Tax Map #33.56-1-8.

Phase 2 of the collection and conveyance system is to the south of the Route 52 high point near Nichols Street. Phase 2 consists of approximately 2,600 linear feet of 8" diameter PVC SDR 35 or SDR 35 or PE DR-9 sewer main and 15 precast concrete manholes that will convey the wastewater to the Phase 2 primary pump station PS-2. Pump station PS-2 is also required to lift the wastewater flows through approximately 3,500 linear feet of 3" diameter forcemain to the proposed Kent Manor WWTP. The Town has an easement to maintain the pump station on the lot designated as TM #33.18-1-9. Additional detail regarding the collection and conveyance system can be found on the project plans.

Service Connections:

Gravity sewer service line connections from the proposed main to the right of way/property line for each parcel are part of the Town's Collection and Conveyance System maintenance responsibilities. A clean out is installed near the property line designating the delineation of responsibility (Town vs. Property Owner). The sewer service connections consist of 4" diameter PVC SDR 35 or SDR 21 or PE DR-9. The service line is capped for connection by the property owner. The property owner will be responsible for connecting and maintaining their existing septic line to the sewer service line installed by the Town.

Sewer Pump Stations:

The district includes three pump stations. The pump stations will include a wet well with duplex submersible grinder pumps, and valve pit and control panel. The control panel has the electrical meter and service panel, breaker panel; pump controls and a transfer switch for auxiliary power. An automatic standby emergency generator is provided for each pump station. The generator is located adjacent to the pump station.

- Pumps and Pump Controls

Duplex submersible grinder pumps have been designed to convey the sewage flow contributing to each pump station generated from the proposed development. The pumps are housed in a six-foot diameter wet well. The submersible pumps are controlled via a liquid level probe in the wet well that will turn the pumps on or off depending on the water level within the wet well. The pump controller also alternates the lead/lag designation of the pumps. A backup float system is provided to operate the pumps independent of the probe controls in the event of a probe control system failure.

- The pump stations are designed with a capacity for full occupation of the existing development and development of vacant parcels in the District. The initial flows to the station will be less than design capacity. Initial flows will increase as existing properties make their connections. The existing properties are required to make their connection in 60 days. Once all existing properties are connected, flows will still be below design as existing development is not at full capacity and vacant parcels are not contributing there estimated flows.

- Pump Station PS-1A

Pump Station PS-1A has a capacity to handle an average daily flow rate of 23,500 gallons per day (gpd) and a peaking factor of 4.0, equating to a peak design sewage inflow rate of 65 gallons per minute (gpm).

Two Hydromatic grinder pumps with a 7.5 horsepower (hp), 3 phase motor, were installed for pump station PS-1A.

A 45 kW Kohler Model 45REZG will provide backup power for PS-1A. The generator is capable of powering both pumps, controls and additional miscellaneous electrical loads.

- Pump Station PS-1B

PS-1B has a capacity to handle an average design flow rate of 7,400 gallons per day (gpd) and a peaking factor of 4.0, equating to a peak design sewage inflow rate of 21 gallons per minute (gpm).

Two Hydromatic grinder pumps with a 3 horsepower (hp), single phase motor, were installed for the pump station.

A 25 kW Kohler Model 25REZG will provide backup power for PS-1B. The generator is capable of powering both pumps, controls and additional miscellaneous electrical loads.

- Pump Station PS-2

PS-2 has a capacity to handle average design flow rate of 19,700 gallons per day (gpd) and a peaking factor of 4.0, equating to a peak design sewage inflow rate of 55 gallons per minute (gpm).

Two Hydromatic grinder pumps with a 7.5 horsepower (hp), 3 phase motor, were installed for the pump station.

A 45 kW Kohler Model 45REZG will provide backup power for PS-2. The generator will be capable of powering both pumps, controls and additional miscellaneous electrical loads.

Valve Pit:

A precast concrete valve pit will be provided for each pump station to house gate valves, check valves, plug valves and a bypass piping system. The valve pit will also house discharge pressure gauges on the forcemain. The valve pit for the primary pump stations PS-1A and PS-2 will also contain a flow meter for flow monitoring. The valve pit will be provided with a floor drain to the wet well for removal of accumulated water. A gate valve is provided on the drain line.

Auto-dialer and Alarm Communication:

In order to transmit pump station alarm conditions, an autodialer installed at each pump station provided. Alarm conditions will include pump station "Wet Well High Level" alarm, "Wet Well Low Level" alarm, "Power Failure" alarm and "Pump Failure" alarm.

Flow meters are installed in the valve pits of pump stations PS-1A and PS-2.

CONTRACTOR QUALIFICATIONS:

1. The CONTRACTOR shall have at least one personnel who possess at least a Grade 1 New York State Wastewater Treatment Plant Operator Certificate or higher. This personnel will act as the chief operator.
2. The CONTRACTOR shall submit a list of personnel anticipated to work at the facility along with their certification standing, experience and anticipated role in the operation of the water system.
3. The CONTRACTOR shall show at least five (5) years of experience operating municipal wastewater treatment system(s) with similar equipment, including information about the type of treatment, location and number of users, and the length of service provided by the Bidder.
4. A list of facilities operated shall be submitted along with name and phone numbers of contact names for owners/persons in charge) at each of the facilities listed.
5. The CONTRACTOR shall indicate the point of dispatch for emergency response, and the number of employees within a 50 mile radius of the DISTRICT who would be capable of responding to emergencies within 1 hour.

SCOPE OF SERVICES:

Scope of Services to be provided by the CONTRACTOR to the TOWN with respect to the operation the DISTRICT shall as a minimum include all labor, materials, equipment and incidentals required to perform the following work as described:

1. **SERVICES TO BE PROVIDED**

- A. To maintain compliance with the permits and regulations of the Putnam County Department of Health, the New York State Department of Environmental Conservation to include monthly flow readings.
- B. To staff the Wastewater facility per the following schedule:
 - 1. Supervisor as needed.
 - 2. Wastewater Facility Operator as required for O&M requirements minimum of 4 hours per week.
 - 3. On-site representation shall fall within the period between 7:30am to 5:00pm.
- C. To provide twenty four (24) hour, seven (7) day per week emergency call service. All emergency repairs beyond normal work hours will be billed at the hourly rates specified in the Bid Schedule.
- D. To implement and direct all actions deemed appropriate, to ascertain the goals and objectives of the district, and appropriate regulatory agencies.
- E. To provide, as required routine and periodic maintenance, data accumulation and associated reporting to the satisfaction of all involved regulatory agencies and Town.
- F. To provide, as required, evaluation and assessment reports to the Town of Kent. Said reports will be prepared to provide the board with the following essential information.
 - 1. Summary of the effectiveness of the conveyance system as it relates to the regulations and standards.
 - 2. Evaluation of the probable cause for any non-compliance with the standards and regulations.
 - 3. Provide Town with recommendations relative to a plan of action to resolve and or correct any compliance deficiencies including the cost estimates to affect same.
 - 4. Evaluate the operation and condition of existing equipment and provide Town with a current equipment time-line to cover the next ten years.
- G. To conduct all business at the specific sites in a sanitary manner.
- H. To provide the necessary data required for the preparation of the annual Town of Kent budget relating to the various treatment facilities.
- I. To cooperate fully with other the Town of Kent professionals and representatives.
- J. To be available for routine inspections and meetings with the New York State Department of Environmental Conservation, Putnam County Department of Health, and New York City Department of Environmental Protection.
- K. To comply with all applicable Federal State and Local laws, rules and regulations.
- L. To be responsible for the complete operation, supervision and administration of the Wastewater Facilities, and will perform all routine supervision tasks required for efficient operation and maintenance of the district pumping facilities listed herein, as well as coordination for any required outside services and Kent Manor WWTP Operator the system discharges to.

2. SERVICES NOT PROVIDED BY CONTRACT OPERATOR

- District legal and engineering services – to be billed directly to the Town.
- Utility costs – to be billed directly to the Town.
- Capital improvements.
- Emergency Generator Maintenance
- Transportation and disposal of sludge and other process residue generated by the Town's facilities.
- Meter Calibration
- Utilities mark outs and leak detection.
- Tree trimming and removal.

Services Provided at Additional Costs:

To the extent that Contractor provides services or materials outside of the scope defined in Article II, including services listed in Article III, Contractor shall be reimbursed for its costs (including taxes that may be required on payments to any of its subcontractors, vendors or suppliers), plus ten percent (10%).

Representation from Contractor:

- Contractor represents that it has the expertise and experience to properly fulfill its duties under this contract.
- Contractor represents it was given a full and fair opportunity to inspect the equipment and improvements. If the scope of the work under this contract varies due to facility changes, regulatory requirements or owner requirements, Contractor reserves the right to renegotiate the compensation to be paid to the satisfaction of all parties.

Disputes:

- In the event of a dispute, either Contractor or the Town may request arbitration. The matter shall be submitted to arbitration before the American Arbitration Association in White Plains, New York, with the consent of either party.
- In the event of a dispute, the parties agree that the law of the State of New York shall apply.

Independent Contractor:

Contractor acknowledges that it is an independent contractor under this contract and shall in no way be considered an employee or agent of the Town. Contractor agrees not to represent itself as an agent of the Town to any of its employees, subcontractors or materialmen without the express written consent of the Town.

Taxes:

Contract prices do not include sales, use, excise, ad valorem, property or other taxes, other than taxes based on income, now or hereafter imposed directly or indirectly, by any governmental authority or agency with respect to this Contract and the services provided and materials furnished hereunder. The Town shall pay directly or reimburse Contractor for any such taxes that Contractor may be required to pay, including without limitation, sales taxes that Contractor may be required to pay, under applicable law, in connection with its purchase or use of equipment in performing its obligations to the Town hereunder, of supplies, material, and/or services. If the Town is a tax-exempt entity, the Town shall provide the Contractor with proof of such exemption.

3. TERM OF THE AGREEMENT

The initial term of the agreement will be from September 16, 2014 to December 31, 2015 commencing on September 16, 2014. Thereafter, the term may be renewed for additional terms of one year, unless canceled by either party for any reason by written notice to the other party no less than 90 days before the expiration of such period.

4. TERMINATION OF AGREEMENT

Either party hereto may terminate this agreement without cause on 90 days prior notice in writing to the other party. Such notice shall be sent registered or certified mail, return receipt requested, or be hand delivered. If hand delivered, the notice shall be effective as of the date of delivery. If mailed, on the date of posting.

5. PAYMENT TERMS

- A. The Contract Operator shall be compensated in equal monthly installments, to be paid within 30 days of receipt of invoice.
- B. The Town of Kent will promptly compensate the CONTRACTOR for all authorized costs billed for services beyond these basic amounts.
- C. Additional man hours for services not covered in section B of this agreement will be billed at the rates established in the Bid Form. Additional hours would only be billed with the prior approval of the Town of Kent.
- D. Insurance Agreement for Contractors

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.

Certificates shall state the Town of Kent is included as certificate holder and additional insured along with its Board officers, employees and/or Volunteers as an additional insured on a primary non-contributory basis and waiver of subrogation applies.

The policy naming the Town of Kent as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
- Provide for 30 days notice of cancellation.
- State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
- The Town of Kent shall be listed as an additional insured by using endorsement CG2026 equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
- Additional Insured including Products Completed Operations (CG2037) must be including and certificate must indicate.
- Waiver of Subrogation must be provided in favor of the Town of Kent.
- Contractual Liability must be included and indicate on certificate.

The contractor agrees to indemnify the Town of Kent for any applicable deductibles.

E. Required Policies

The Contractor shall take out and maintain during the life of the Contract or longer as noted, Insurance to protect him and/or any Subcontractor performing work covered by this Contract from claims which may arise from operations under this contract whether such operations be by himself or by a Subcontractor or by anyone directly or indirectly employed by either of them. The following policies shall be included:

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.

- **Automobile Liability**

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better.

- **Workers Compensation**

Statutory Workers Compensation and Employers Liability Insurance for all employees. An insurance carrier with an A.M. Best rated "secured" or better.

F. Additional Insurance Requirements

The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance evidencing the above requirements have been met, prior to commencement of work or use of facilities.

The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.

In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide employer's liability insurance for the protection of his employees not otherwise protected.

BASE LINE SERVICES:

1. The CONTRACTOR shall provide:
 - Chief Operator - one (1) part-time Grade 1 New York State Wastewater Treatment Plant Operator Certificate to perform routine operations described herein a minimum of 4 hours per week between the hours of 7:30 AM and 5:00 PM.

Unless noted elsewhere in this RFP, all tasks, work, labor, and services that would normally be conducted by the CONTRACTOR between these hours shall be considered as part of the lump sum bid value for the base line services necessary to fulfill of the requirements noted herein. In the price bid, the Contractor shall specify the minimum number of hours/week to be on-site at the District.
2. CONTRACTOR shall provide "hands-on" operations of the DISTRICT performing and supervising all operations and management oriented tasks, work, labor, and services for the complete operation, maintenance and preventative maintenance of the wastewater treatment and collection system. Such work shall be performed in a professional, workmanship manner to assure the most efficient and economical use of equipment, supplies and personnel, and shall comply with the local, county, and state regulations subject to the conditions described herein.
3. Wastewater Treatment:
 - a. The CONTRACTOR shall oversee and direct the monitoring, care and maintenance of the District's facilities.
 - b. Maintenance/Repairs by CONTRACTOR:
 - 1) The CONTRACTOR shall make routine inspections of the pump stations to assure safety and proper maintenance of the facilities.
 - 2) The CONTRACTOR shall coordinate the preparation and implementation of an annual preventative maintenance schedule for the servicing of equipment and facilities.
 - 3) Preventative maintenance and repair at treatment facility shall include as a minimum pump packing adjustment, packing replacement, and gasket replacement, equipment oil change.
 - 4) General wash down of equipment.
4. Collection System Operations and Maintenance:
 - a. The CONTRACTOR shall handle issues involving maintenance and operation of the pump stations. This will also include response to any service interruptions and/or attention to complaints received from District residents.
 - b. All normal regulatory interface to be by CONTRACTOR including regulatory agency tours of the facilities, permit applications and monitoring report forms. Any regulatory interface which appears to be beyond standard procedures, will be discussed by CONTRACTOR and the TOWN prior to CONTRACTOR action;
 - c. The CONTRACTOR shall conduct routine operation as follows:

To be performed every Monday/Friday each week:

 - Remove trash from trash racks at PS-1A, PS-1B and PS-2 and remove from site for dispose.
 - Record flow data (PS-1A and PS-2).
 - Observe water level in valve pit and release if required. Valve to remain shut at all times except short term opening for draining.
 - Report to Town Police Department signs of tampering/break in/vandalism including indemnification of security feature disabled (fence/locks/gate, etc.).

- Snow removal as required.

To be performed weekly:

- Check propane level arrange for delivery as required.

To be performed monthly:

- Exercise spare pumps impellers per manufacturers' recommendations.

To be performed yearly:

- Power wash wet well.
- Secure vacuum truck for grit and grease removal.
- Inspect manholes for structural integrity, debris/grease accumulation, signs of infiltration/exfiltration at seams, pipe penetrations, and document condition of each manhole.
- Remove sediment from stormwater facilities, replace dead material.

5. General Housekeeping:

- a. The CONTRACTOR shall properly dispose of all waste generated in the performance of the CONTRACTOR'S duties and shall not deposit, or other wise leave any trash, debris, parts or material on the site, no trash receptacle will be provided by the Town of Kent.
- b. Site Housekeeping shall be performed by the CONTRACTOR in order to maintain the condition of the pump stations in a clean and neat condition. This includes the cleaning, washing, trash removal, minor painting, repairs, etc. This work shall be included in the basic quotes provided by the CONTRACTOR.

6. Managerial Duties:

- a. The CONTRACTOR shall prepare, record and maintain reports as directed by the Town, Putnam County Department of Health, New York City Department of Environmental Protection, and New York State Department of Environmental Conservation, with copies of all such records and reports provided to the Kent Town Clerk.
- b. The Contractor shall keep daily records and supply the TOWN with copies of the operation of the District as required by the state, and maintain and supply the TOWN with the following records and reports:
 - i. A daily journal that was used to prepare monthly reports to the TOWN as described herein.
 - ii. Tasks for the month and next months planned tasks.
 - iii. All expenses including, copies of ordering and shipping receipts and billing invoices for chemical, materials, and equipment, billing invoices for services accomplished by an independent contractor or repair service.
 - iv. Inventory/running account of chemicals, materials, parts, and equipment and so as to enable the TOWN to determine what parts are needed and where parts are being used
 - v. Equipment maintenance and repairs.
- c. The CONTRACTOR shall assure that all purchases conform to budgetary allocations.
- d. The CONTRACTOR will give assistance in the preparation of the annual reports, annual budget for the Wastewater treatment and collection system and rate recommendations as required by the TOWN.

- e. The CONTRACTOR shall recommend to the TOWN changes in operational procedures, new purchases, and other modifications to improve system operations and service to customers.
- f. The CONTRACTOR shall oversee all wastewater collection and conveyance facility system related construction and repairs.
- g. CONTRACTOR shall submit to the TOWN prior to the second Monday of each month a monthly report for the preceding month detailing the activities of the preceding period including but not necessarily limited to, repairs, a list of the new services installed, user complaints and all particulars related to the handling of complaints, manpower, emergencies, connections, times of system(s) shutdown with explanation, and any other happenings during the month.
- h. CONTRACTOR will meet quarterly with the TOWN to review issues related to the District. One of the meetings may include a tour conducted by the CONTRACTOR of the pump station facilities.
- i. Any facility or pump station downtime requiring the CONTRACTOR's presence for the purposes of supervision of repair beyond normal hours, shall be considered an emergency situation billed on a separate invoice at appropriate rates which shall be provided on the bid form.
- k. Be available for meetings relating to the water and wastewater districts.
- l. Provide as needed, but at least annually on September 1st of each year, evaluation and assessment reports with the following information:
 - 1. An evaluation of the probable causes of any noncompliance with current regulation;
 - 2. An evaluation of the operation and condition of existing equipment;
 - 3. A summary of recommendations and/or conclusions relative to Items 1 and 2 including a plan of action by Contractor to resolve and/or mitigate any compliance deficiencies and a list of recommended equipment repairs and/or replacement including estimated costs to effect same;
 - 4. Provide recommendations and outline for capital plan for facilities.
- m. Implement and direct all actions deemed appropriate to achieve the goals and objectives of the districts and appropriate regulatory agencies.
- n. Conduct all operations at the referenced districts in a clean, sanitary and safe manner. The safety of Contractor's personnel and all the Town's representatives shall be of the utmost importance.
- o. Take responsibility for the management of all accounts payable including the submission of purchase orders and vouchers to the Town for review and approval prior to incurring any costs and submission of a monthly summary of all expenditures. The Town will be responsible for costs associated with the equipment and materials necessary for the proper testing, operation and maintenance i.e. oil, belts, grease, paint, janitorial supplies, garden hoses, garden hose nozzles, brushes, sludge judge, safety signs, tank and facility cleaning tools.
- p. Landscaping and snow removal services as necessary and/or as required by the Town. This work will be performed in addition to the operation hours reflected in Section B. Snow removal services included in the base contract scope shall consist of use of a four wheel drive pickup truck equipped with a plow. Additional equipment and labor required for snow removal will be provided as an extra service. Contractor shall maintain vegetation inside fence and within 3' outside of driveway, fence, and stormwater basin through mowing/weed whacking as required.

- q. Vehicles for Contractor's staff as necessary to operate and maintain the districts, including a heavy-duty transport for pumps and equipment under 500 lbs. for maintenance.
- r. The following minimum onsite equipment shall be supplied:
 - Computer equipment for process control and data reporting.
 - Cellular telephones.
 - Emergency pagers.
 - Confined space entry equipment.
 - Fall protection equipment for manhole entry.
 - Shoring.
- s. Payment of all fines attributable to the operation and maintenance of the district facilities in violation of the terms of this contract. Contractor will not be responsible for fines attributable to design flaws or failures of mechanical equipment unless mechanical failure is due to lack of preventive maintenance. The Town will determine whether a fine is attributable to O&M. Prior to settlement or payment of any such fines, penalties or damages, contractor reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- t. Contractor will perform checks of all pump stations twice per week. Grease and grit will be removed annually from pump station as required and shall be performed by an outside contractor and billed to and paid directly by the Town.
- u. Contractor agrees to operate the alarms located at the facility and any of its appurtenances which will notify the Contractor of any conditions that warrant immediate attention. It is understood and agreed that all alarm systems, monitoring fees, repairs and related equipment are solely the responsibility of the Town.
- v. The Operator shall (i) perform routine preventive maintenance in accordance with manufacturers' specifications and approved operating and maintenance procedures developed for equipment and processes of the Facilities; (ii) clean and lubricate equipment; (iii) make equipment inspections and needed adjustments; (iv) perform lawn cutting at Facilities and cleaning of all equipment; (v) maintain vehicles and light duty service trucks necessary for daily operations; and (vi) Operator shall schedule and track all preventive and corrective maintenance and perform spare parts inventory control in accordance with standard industry practice.
- w. All non-routine maintenance, repairs, and/or replacements shall be performed by an outside contractor and billed to and paid directly by the Town. There will be no charge for Contractor oversight during normal workday hours.

Services Not Provided by Contractor:

- District legal and engineering services – to be billed directly to the Town.
- Utility costs – to be billed directly to the Town.
- Capital improvements.
- Transportation and disposal of sludge and other process residue generated by the Town's facilities.
- Emergency Generator Maintenance.
- Pump Station, Meter Calibration, Flow Meters and RPZ Certifications.
- Utilities mark outs and leak detection.

- Tree trimming and removal.

Services Provided at Additional Costs:

To the extent that Contractor provides services or materials outside of the scope defined in Article II, including services listed in Article III, Contractor shall be reimbursed for its costs (including taxes that may be required on payments to any of its subcontractors, vendors or suppliers), plus ten percent (10%).

Representation from Contractor:

- Contractor represents that it has the expertise and experience to properly fulfill its duties under this contract.
- Contractor represents it was given a full and fair opportunity to inspect the equipment and improvements. If the scope of the work under this contract varies due to facility changes, regulatory requirements or owner requirements, Contractor reserves the right to renegotiate the compensation to be paid to the satisfaction of all parties.

Disputes:

- In the event of a dispute, either Contractor or the Town may request arbitration. The matter shall be submitted to arbitration before the American Arbitration Association in White Plains, New York, with the consent of either party.
- In the event of a dispute, the parties agree that the law of the State of New York shall apply.

Independent Contractor:

Contractor acknowledges that it is an independent contractor under this contract and shall in no way be considered an employee or agent of the Town. Contractor agrees not to represent itself as an agent of the Town to any of its employees, subcontractors or materialmen without the express written consent of the Town.

Taxes:

Contract prices do not include sales, use, excise, ad valorem, property or other taxes, other than taxes based on income, now or hereafter imposed directly or indirectly, by any governmental authority or agency with respect to this Contract and the services provided and materials furnished hereunder. The Town shall pay directly or reimburse Contractor for any such taxes that Contractor may be required to pay, including without limitation, sales taxes that Contractor may be required to pay, under applicable law, in connection with its purchase or use of equipment in performing its obligations to the Town hereunder, of supplies, material, and/or services. If the Town is a tax-exempt entity, the Town shall provide the Contractor with proof of such exemption.

GENERAL CONTRACT PROVISIONS:

- CONTRACTOR is responsible to provide all labor, equipment and materials which may not be specifically mentioned herein but which are required execute the scope of work described above.
- CONTRACTOR is responsible for job site safety and security of the work covered under this contract. In addition, the CONTRACTOR is responsible for the repair of any damage to existing facilities which is attributed to the work performed under this contract, or negligence of the contractor.
- Prior to the award of this contract, the successful contractor's insurance carrier will be required to provide to the TOWN certificates of the CONTRACTOR's insurance coverage and worker's compensation indicating that the required insurance is in force and stating that the policies will not be materially changed, become non-renewable or canceled without thirty (30) days advance notice by registered mail return receipt requested to the Town of Kent. The representative signing the certificate shall furnish evidence that he is authorized to execute said certificate as well as his address and the name of the agency or agencies through which the insurance was obtained.
- For maintenance work performed at the direction of the CONTRACTOR, the CONTRACTOR may do this with in house personnel or by hiring a sub-contractor to perform this work. If a sub contractor is hired, then the Contractor shall be required to obtain three quotes from qualified contractors on a tri-annual basis for prior approval by the Town.
- To assure the satisfactory execution of the work/service(s), the TOWN may withhold payment until after a final assessment of the work/services is conducted after the actual completion of work/services, and it has been documented that all required work/services has been satisfactorily performed.
- The TOWN reserves the right to reject any or all proposals and to waive any informality in any proposal in the interest of the DISTRICT AND TOWN.
- Prices shall remain firm and effective for at least forty-five (45) days from the date of opening, or until the TOWN makes the final Contract Award, whichever is less.
- The bid price shall not include any excise of sales tax from which the municipality is exempt
- Both parties agree that this contract can be terminated, without further obligation, by either party with 90 days prior written notice.
- All work shall be initiated within forty-five (45) calendar days of execution of an Agreement with the TOWN.

Field Verification:

All interested contractors wishing to submit proposals may schedule site visits through contacting Insite Engineering, Surveying & Landscape Architecture, P.C. at (845) 225-9690 between the hours of 8:00 am - 4:30 pm weekdays.

Statement on Non-Collusion:

Bidders on the contracts are required to execute a non-collusion bidding certificate pursuant to Section 103D of the General Municipal Law of the State of New York.

The Town hereby notifies all Bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Attention of bidders is particularly called to the requirement as to conditions of employment to be observed and minimum wage rates to be paid under the contract. Bidders are also required to comply with the provisions of Section 291-299 of the Executive Law of the State of New York.

Receipt and Opening of Request for Proposals (R.F.P.):

Town of Kent Route 52 – Collection & Conveyance System
Request for Proposals

August XX, 2014
Contract Operations

The Town invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Sealed proposals will be received at the office of the Town Clerk of the Town of Kent at Town Hall, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12 noon o'clock local prevailing time on _____ and then at said office publicly opened and read aloud. The envelopes containing the proposals must be sealed, addressed to the Town Clerk, Town of Kent at Town Hall, 25 Sybil's Crossing, Kent Lakes, New York 10512, and designated as R.F.P. **Contract Services for the Operation of the Town of Kent Hamlet Wastewater District.**

Date

BY: _____

Town Clerk

FORM (Page 1 of 4)

PROPOSAL:

CONTRACT SERVICES FOR OPERATION OF THE TOWN OF KENT
ROUTE 52 SEWER DISTRICT
COLLECTION AND CONVEYANCE SYSTEM

The Total Lump Sum Proposal includes the costs for all labor, materials, equipment and incidentals for repairs and improvements to the wastewater treatment plant and collection system as specified in the RFP. The Bid price shall include all required permits and inspections, testing, all miscellaneous clean-up, safety precautions and securing of work area, for the Lump Sum price listed below.

Item	Description	Unit	Cost
1A	Base Line Services: Operation Services to Operate and Maintain the Town of Kent Route 52 Sewer District System (as outlined in RFP), over three (3) year term of agreement.	Monthly cost	Yearly Cost
	Above pricing is based upon on-site representation of not less than _____ hours/week*		
2.	Emergency rates for staff personnel after normal working hours: a) Technical Specialist (for plumbing, electrical and control work) b) Chief Operator/Mechanic c) Laborer	\$_____/Hour \$_____/Hour \$_____/Hour	

* Can not be less than minimum specified in RFP.

The Contractor agrees to perform all the work described herein for the above-noted unit prices and/or lump sum prices.

Respectfully Submitted:

_____	_____
Signature	Company Name
_____	_____
Title	Address
_____	_____
License No. (if applicable)	Date

ATTEST

(If bid is by a corporation, the corporate seal must be provided)

NON-COLLUSION CERTIFICATION:

GENERAL MUNICIPAL LAW:
Section 103-d "NON-COLLUSIVE BIDDING CERTIFICATE"

"(a) By submission of his bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, each party thereto, certifies as to its own organization under penalty of perjury that to the best of their knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder, with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to include any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition,"

Name of Bidder

By

Address

Accepted

Date

BID FORM (Page 3 of 4)

CONTRACTOR INFORMATION:

Legal Company Name: _____

Address: _____

Federal Employers ID No. _____

Telephone Number: _____ Fax Number: _____

Names and Addresses of Proposed Sub-Contractors (If any):

If the Bidder is a Corporation, List the following:

Names of Officers:

Legal Residence:

If the Bidder is a Firm or Partnership, List the following:

Names of Members or Partners:

Legal Residence:

If the Bidder is an Individual, List the following:

Name:

Legal Residence:

BID FORM (Page 4 of 4)

STATEMENT OF BIDDER'S QUALIFICATIONS:

List your experience in work similar to this project, to include name and address of Owner, description and cost of work performed, month and year project was completed, name and telephone number of a contact person for the Owner who could be contacted for references.

OWNER/CONTACT PERSON PROJECT DESCRIPTION/COST/DATE COMPLETED

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

(Use additional sheets, if necessary)